

**CITY OF SUGAR LAND  
GENERAL SERVICES CONTRACT**

Revised 10/16/06

This Contract (Contract) is made between the City of Sugar Land, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

- I. Summary of Contract Terms
- II. Signatures
- III. Standard Contractual Provisions
- IV. Special Terms and Conditions
- V. Contract Attachments

**I. Summary of Contract Terms.**

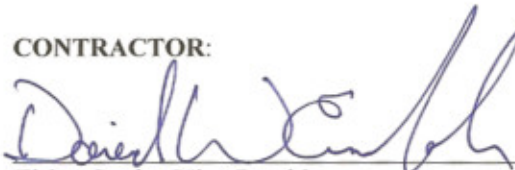
Contractor:	MAXIMUS, Inc.
Description of Services:	Accounting Review
Maximum Contract Amount:	\$83,030
Effective Date:	On the latest date of the dates executed by both parties
Termination Date:	September 30, 2008

**II. Signatures.** By signing below, the parties agree to the terms of this Contract:

**CITY OF SUGAR LAND\***

Signed by: Date: \_\_\_\_\_  
\_\_\_\_ City Manager  
\_\_\_\_ Assistant City Manager  
\_\_\_\_ Director  
\_\_\_\_ Program Manager

**CONTRACTOR:**

  
Title: Senior Vice President  
Date: 11/21/2007

*Contract Signature Authority:	Program Manager -\$2,999 or less
	Director - \$3,000 to \$15,000
	Executive Director/City Manager/Assistant City Managers - \$15,000 to \$24,999

Attest: City Secretary

Reviewed for Legal Compliance:



### **III. Standard Contractual Provisions.**

#### **A. Definitions.**

*Contract* means this Standard Services Contract.

*Services* means the services for which the City solicited bids or received proposals as described in this Contract.

**B. Services and Payment.** Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will bill the City for the Services provided at intervals of at least 30 days, except for the final billing. The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code.

#### **C. Termination Provisions.**

(1) *City Termination for Convenience.* Under this paragraph, the City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to Contractor. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

(2) *Termination for Default.* Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party.

(3) *Multi-Year Contracts and Funding.* If this Contract extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Contract becomes effective and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year and there are no funds from the City's sale of debt instruments to make the required payment, then this Contract automatically terminates at the beginning of the first day of the City's successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the Contract.

**D. Liability and Indemnity.** Any provision of any attached contract document that provides for contractual indemnity by one party to the other party to this Contract is not applicable or effective under this Contract. Except where an Additional Contract Document provided by the City provides otherwise, each party to this Contract is responsible for defending against and liable for paying any claim, suit, or judgment for damages, loss, or costs arising from that party's negligent acts or omissions in the performance of this Contract in accordance with applicable law. This provision does not affect the right of either party to this Contract who is sued by a third party for acts or omissions arising from this Contract to bring in the other party to this Contract as a third-party defendant as allowed by law.



In no event shall the Contractor be liable for special, indirect, incidental, economic, consequential or punitive damages, regardless of the legal theory under which such damages are sought, and even if the Contractor has been advised of the likelihood of such damages. The City agrees that the Contractor's total liability to the City or any third party for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to contract liability or the Contractor's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the fees paid to the Contractor hereunder.

E. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.

F. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

H. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.

I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

J. Attorney's Fees. Should either party to this Contract bring suit against the other party for breach of contract or for any other cause relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.

K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

**IV. Special Terms or Conditions.** None.

**V. Additional Contract Documents.** The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with a Contract provision not included in the Contractor's Additional Contract Documents, does not apply to this Contract.

A. Contractor's Additional Contract Documents:

1. MAXIMUS, Inc. Proposal Dated September 27, 2007 (106 pages)

B. City's Additional Contract Documents:

1. City of Sugar Land RFP No. 2007-36 (17 pages)
2. Insurance for Designated Professional Service Contracts [Form PU-111F-2 (3 pages)]